

# **Hyannis Harbor**

## **Barnstable & Yarmouth**

### **Massachusetts**



**US Army Corps  
of Engineers**  
New England Division

**September 1993**

**HYANNIS HARBOR  
BARNSTABLE AND YARMOUTH  
MASSACHUSETTS**

**NAVIGATION IMPROVEMENT STUDY  
FEASIBILITY INVESTIGATION**

**FEASIBILITY COST-SHARING AGREEMENT**

**SEPTEMBER 1993**

FEASIBILITY COST SHARING AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY  
FOR THE  
HYANNIS HARBOR  
BARNSTABLE AND YARMOUTH, MASSACHUSETTS  
NAVIGATION IMPROVEMENT  
FEASIBILITY STUDY

THIS AGREEMENT, entered into this 23rd day of September, 1993 by and between the United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (hereinafter called the "Sponsor"),

WITNESSETH, that

WHEREAS, the Congress has authorized the Corps of Engineers to conduct studies of navigation improvements pursuant to the continuing authority provided by Section 107 of the River and Harbor Act of 1960, as amended; and

WHEREAS, the Corps of Engineers has conducted a preliminary study of modifications to the existing navigation project at Hyannis Harbor, Massachusetts, in response to a resolution by the Committee on Environment and Public Works, dated April 24, 1990, hereinafter referred to as the "Reconnaissance Study", and has determined that further study under the authority of Section 107 of Public Law 86-645, 33 USC 577, in the nature of a "Feasibility Phase Study" (hereinafter called the "Study") is required to complete the determination of the extent of the Federal interest in participating in a solution to the identified problems and

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost sharing and financing in accordance with the terms of this agreement; and

WHEREAS, the Sponsor and the Government both understand that entering into this agreement in no way obligates either party to implement a project and that whether a project is supported for authorization and budgeted for implementation depends upon the outcome of this feasibility study and whether the proposed solution is consistent with the Principals and Guidelines and with the budget priorities of the Administration and that at the present time, favorable budget priority is being assigned to projects providing primarily commercial navigation and flood or storm damage reduction outputs; and

WHEREAS, the Water Resources Development Act of 1986 (P.L. 99-662) specifies the cost sharing requirements applicable to the Study;

NOW THEREFORE, the parties agree as follows:

#### ARTICLE I - DEFINITIONS

For the purpose of this Agreement:

a. The term "Study Cost" shall mean all disbursements by the Government pursuant to this Agreement, whether from Federal appropriations or from funds made available to the Government by the Sponsor, and all Negotiated Costs of work performed by the Sponsor pursuant to this Agreement. Such costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; and contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

b. The term "Study Period" shall mean the time period for conducting the Study, commencing with the issuance of initial Federal feasibility funds following the execution of this Agreement, and ending with the Chief of Engineers' acceptance of the Study.

c. The term "Negotiated Cost" is the fixed fee for a work item to be accomplished by the sponsor as in-kind services as specified in the Initial Project Management Plan incorporated herein and which is acceptable to both parties.

#### ARTICLE II - OBLIGATIONS OF PARTIES

a. The Sponsor and the Government, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete the Study, currently estimated to be completed in 18 months from the date of this agreement, substantially in compliance with Article III herein, and in conformity with applicable Federal laws and regulations, the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and mutually acceptable standards of engineering practice.

b. The Government and the Sponsor shall each contribute, in cash and in-kind services, fifty (50) percent of all Study Costs, which Study Cost is currently estimated to be \$588,000 as specified in Article IV herein; provided, that the Sponsor may, consistent with applicable Federal statutes and regulations, contribute up to 25 percent of Study Costs as in-kind services; provided further, that the Government shall not obligate any cash contribution by the Sponsor toward Study Costs until such cash contribution has actually been made available to it by the Sponsor.

c. No Federal funds may be used to meet the Local Sponsor's share of Study Costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

d. The award of any contract with a third party for services in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award of any contract by the Sponsor with a third party for services in furtherance of this Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal statutes and regulations.

e. The Government and the Sponsor shall each endeavor to assign the necessary resources to provide for the prompt and proper execution of the Study and shall, within the limits of law and regulation, conduct the study with maximum flexibility as directed by the Executive Committee established by Article V herein.

f. The Government will not continue with the Study if it determines that there is no solution in which there is a Federal interest or which is not in accord with current policies and budget priorities unless the Sponsor wishes to continue under the terms of this Agreement and the Department of the Army grants an exception. If the Study is discontinued, it shall be concluded according to Article XII and all data and information shall be made available to both parties.

g. The Sponsor may wish to conclude the Study if it determines that there is no solution in which it has an interest or which is not in accord with its current policies and budget priorities. When such a case exists the Study shall be concluded according to Article XII and all data and information shall be made available to both parties.

### ARTICLE III - SCOPE OF STUDIES

Appendix A, the Study Management Plan, is hereby incorporated into this Agreement. The parties to this Agreement shall substantially comply with the Study Management Plan in prosecuting work on the Study. The following modifications, to be approved by the Executive Committee, shall require an amendment to this Agreement.

a. any modification which increases the total Study Cost by more than fifteen (15) percent over its current estimate of \$588,000; or

b. any modification in the estimated cost of a Study work item or any obligation for a Study work item, which changes the total cost of that work item by more than fifteen (15) percent; or

c. any extension of the Study completion date of more than thirty (30) days; or

d. any reassignment of work items between the Sponsor and the Government.

#### ARTICLE IV - METHOD OF PAYMENT

a. The Government shall endeavor to obtain during each fiscal year the appropriation for that fiscal year at least in the amounts specified in the Study Management Plan incorporated herein. Subject to the enactment of Federal appropriations and the allotment of funds to the Contracting Officer, the Government shall then fund the Study at least in the amounts specified in the Study Management Plan herein.

b. The Sponsor shall endeavor to obtain during each Government fiscal year the cash contribution for that Government fiscal year at least in the amounts specified in the Study Management Plan incorporated herein and, once it has obtained funds for a cash contribution, shall make such funds available to the Government. The Government shall withdraw and disburse funds made available by the Sponsor subject to the provisions of this Agreement.

c. Funds made available by the Sponsor to the Government and not disbursed by the Government within a Government fiscal year shall be carried over and applied to the cash contribution for the succeeding Government fiscal year; provided, that upon study termination any excess cash contribution shall be reimbursed to the Sponsor after a final accounting, subject to the availability of appropriations, as specified in Article XII herein.

d. Should either party fail to obtain funds sufficient to make obligations or cash contributions or to incur Study Costs in accordance with the schedule included in the Study Management Plan incorporated herein, it shall at once notify the Executive Committee established under Article V herein. The Executive Committee shall determine if the Agreement should be amended, suspended, or terminated under Article XII herein.

#### ARTICLE V - MANAGEMENT AND COORDINATION

a. Overall study management shall be the responsibility of an Executive Committee consisting of:

The Government

Colonel Brink P. Miller, Division Engineer  
Mr. Joseph L. Ignazio, Director of Planning

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

Barry O. Fuller, Sr., General Manager  
Mr. Wesley J. Ewell, Planning and Development Manager

b. To provide for consistent and effective communication and prosecution of the items in the Study Management Plan, the Executive Committee shall appoint representatives to serve on a Study Management Team.

c. The Study Management Team will coordinate on all matters relating to prosecution of the Study and compliance with this Agreement, including cost estimates, schedules, prosecution of work elements, financial transactions and recommendations to the Executive Committee for termination, suspension, or amendment of this Agreement.

d. The Study Management Team will prepare periodic reports on the progress of all work items for the Executive Committee.

#### ARTICLE VI - DISPUTES

a. The Study Management Team shall endeavor in good faith to negotiate the resolution of conflicts. Any dispute arising under this Agreement which is not disposed of by mutual consent shall be referred to the Executive Committee. The Executive Committee shall resolve such conflicts or determine a mutually agreeable process for reaching a resolution or for termination under Article XII herein.

b. Pending final decision of a dispute hereunder, or pending suspension or termination of this agreement under Article XII herein, the parties hereto shall proceed diligently with the performance of this Agreement.

#### ARTICLE VII - MAINTENANCE OF RECORDS

The Government and the Sponsor each shall keep books, records, documents and other evidence pertaining to study costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. The Government and the Sponsor shall maintain such books, records, documents and other evidence for inspection and audit by authorized representatives of the parties to this Agreement. Such material shall remain available for a period of three (3) years following the termination of this Agreement.

#### ARTICLE VIII - RELATIONSHIP OF PARTIES

a. The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

b. To the extent permitted by applicable law, any reports, documents, data, findings, conclusions, or recommendations pertaining to the Study shall not be released outside the Executive Committee or the Study Management Team; nor shall they be represented as presenting the views of either party unless both parties shall indicate agreement thereto in writing.

#### ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or other elected official, shall be admitted to any share or part of this Agreement, or to any personal benefit that may arise therefrom.

#### ARTICLE X - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the local Sponsor agrees to comply with all applicable Federal and state laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army.

#### ARTICLE XI - COVENANT AGAINST CONTINGENT FEES

The local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE XII - TERMINATION OR SUSPENSION

a. This Agreement shall terminate at the completion of the Study Period; provided, that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this Agreement without penalty.

b. Within ninety (90) days upon termination of this Agreement the Study Management Team shall prepare a final accounting of Study Costs, which shall display disbursements by the Government of Federal funds, cash contributions by the Sponsor, and credits for the Negotiated Costs of the Sponsor. Subject to the availability of funds, within thirty (30) days thereafter, the Government shall reimburse the Sponsor for the excess, if any, of cash contributions and credits given over fifty (50) percent of total Study Costs. Within thirty (30) days thereafter, the Sponsor shall provide the government with any cash contributions required so that the total Sponsor share equals fifty (50) percent of total Study Costs.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

WOODS HOLE, MARIAH'S VINEYARD  
AND NANTUCKET STEAMSHIP AUTHORITY

BY Brink P. Miller  
Brink P. Miller  
Colonel, Corps of Engineers  
Division Commander

BY Barry O. Miller, Sr.  
Mr. Barry O. Miller, Sr.  
General Manager

Appendix A - Study Management Plan

CERTIFICATE OF AUTHORITY

I do hereby certify that I am the General Counsel for the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, and that the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the United States of America and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority in connection with the Hyannis Harbor Navigation Improvement Feasibility Study and to pay damages, if necessary, in the event of the failure to perform, and that the persons who have executed the Agreement on behalf of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certificate this 23 day of September, A.D., 1993

BY Steven M. Sayers  
Mr. Steven M. Sayers  
General Counsel

**HYANNIS HARBOR  
BARNSTABLE AND YARMOUTH  
MASSACHUSETTS**

**NAVIGATION IMPROVEMENT STUDY  
FEASIBILITY INVESTIGATION**

**STUDY MANAGEMENT PLAN**

**SEPTEMBER 1993**

## STUDY MANAGEMENT PLAN

The Feasibility Phase Study will entail in-depth engineering, environmental, and economic evaluations of alternative plans including, but not limited to, those identified during the Reconnaissance Phase. Cost effectiveness and expected plan impacts will be assessed and compared, culminating in a recommended plan of improvement which will satisfy the needs of the Sponsor and insure maximum net benefits.

Part 1 describes the work projected for the Corps to complete a Feasibility Study for navigation improvements. Each major task is listed with a description of the overall work to be performed. Elements of each task are listed along with their estimated cost. Costs were estimated on the basis of prevalent wage rates for Corps personnel.

Part 2 lists the costs of the work items in tabular fashion and presents the cost apportionment between the Government and the Sponsor.

It is estimated that the Feasibility Study will be completed within 18 months after the execution of the Feasibility Cost Sharing Agreement.

APPENDIX A  
STUDY MANAGEMENT PLAN

FOR COST SHARED FEASIBILITY PHASE STUDY

HYANNIS HARBOR NAVIGATION IMPROVEMENT STUDY  
BARNSTABLE AND YARMOUTH, MASSACHUSETTS

Feasibility Phase Study scope of services and cost estimates for a study limited to examination of navigational access problems and alternative solutions and their impacts are shown below.

Public Contact and Involvement (Item 1)

Interest in this project has been evidenced both by state and local officials, and residents of the towns of Barnstable and Yarmouth. Therefore public involvement will be an important work item. Several meetings with concerned citizens and harbor users are planned. Additionally coordination with the Selectmen and other town officials and officials of the Cape Cod Regional Commission will be continued. State and Federal agencies will also continue to be involved in the study process. In addition to the time directly spent in meetings, a significant work effort will be needed for planning and coordination.

<u>Element Description</u>	<u>Estimated Cost</u>
* Informational meetings with the general public. Early in the study process, periodically during the study and at the end of the study.	
* Semiannual visits with Sponsor, Selectmen and/or Town Managers and Steamship Authority Officials.	
* Planning and information gathering visits with harbor users and town, County, State and Federal officials.	
* Meeting preparation, planning and evaluation of results. Preparation and dissemination of pertinent information.	
* Preparation of Press Releases and media coordination by the NED Public Affairs Office (PAO expenses absorbed by overhead costs)	
Subtotal	\$ 10,000

## Hydrographic and Topographic Surveys (Item 2)

Hydrographic Surveys will be conducted for the proposed channel and anchorage alternatives and for the proposed disposal sites to determine bottom contours and to serve as a basis for estimating quantity estimates and dredging and disposal impacts. The survey to establish elevations at Egg Island will also require some topographic land surveying for those areas which are so shallow at higher tides as to make survey vessel access impossible. Topographic surveys will also be required to locate structures around the harbor area such as docks, piers, bulkheads, walls and floats.

* Hydrographic Surveys	\$ 33,000
* Topographic Surveys	8,000
* Plotting of Survey Sheets	<u>10,000</u>
Subtotal	\$ 51,000

## Subsurface Investigations (Item 3)

A subsurface investigation program consisting of machine probings and borings will be completed to determine if there is any ledge within the proposed construction area. The information provided will assist in the estimation of rock quantities that would be encountered during dredging, and to establish foundation conditions for any breakwater alternative to be evaluated.

* Machine probings and borings in the dredge areas	\$ 80,000
* Subsurface Contract Administration and Quality Assurance	3,000
* Review of subsurface findings, soil conditions and recommendations	<u>3,000</u>
Subtotal	\$ 86,000

## Hydrologic Investigations (Item 4)

A mathematical model of tidal and current conditions in Lewis Bay and the Outer Harbor will be prepared and tidal data collected. This information would be used to compare estimates of the existing hydrologic regime in the waterway with that which would result from the proposed improvements. Only estimates for development of the mathematical model and collection of tidal elevation data are presently included. If significant differences with the potential to impact project design parameters are indicated by the model, then actual measurements of currents would be collected and the data used to reexamine the model and project feature designs. Nor, at this time, are any significant problems or issues associated with any perceived effect of channel dredging upon area shorelines anticipated which would also require current data collection. This additional work, if necessary for either purpose, is estimated to cost \$24,000 and would require amendment to this agreement.

- \* Collection of Tide Data and Development of Mathematical Model of Current Conditions With Comparison of Existing and Proposed Conditions \$ 25,000

#### Quantity & Cost Estimates (Item 5)

Prepare quantity estimates for the alternative plans identified in the plan formulation process and for incremental depth analysis on the most likely of these alternatives. Based on the quantity estimates, cost estimates will be prepared for the various dredging and disposal alternatives alternatives and incremental depths. It will be necessary to prepare drawings, draft and layout cross sections, plans and profiles to be used in the feasibility report.

- \* Quantity estimates prepared for the several alternative plans and depth increments \$ 3,000
- \* Prepare cost estimates including incremental cost analysis on dredging alternatives for alternate disposal methods 10,000
- \* Cost Estimate Reviews 2,000
- \* Drafting Support including plan layouts and cross sections 3,000
- Subtotal \$ 18,000

#### Environmental Sampling and Testing (Item 6)

Sediment analysis will be performed in order to determine what type of material will be encountered and its suitability for disposal. Grab sampling and sediment core devices will be used to take samples from the proposed areas of dredging. These samples will then be subjected to physical testing and bulk chemical analysis under the revised NED/EPA Region I Protocol. Grab sampling will also be done for proposed disposal site areas and mechanical physical testing employed to determine the compatibility of those sites with the dredged material for disposal or beach nourishment.

- \* Sampling of dredging areas and disposal sites \$ 6,600
- \* Physical testing and mechanical analysis of samples \$ 5,900
- \* Bulk Chemical analysis of dredge area samples including Quality Assurance \$ 19,800
- \* Report writing and review \$ 2,500
- Subtotal \$ 34,800

#### Geotechnical Evaluation (Item 7)

Conduct inspections and prepare a report evaluating the ability of adjacent shore structures, such as docks, piers, bulkheads and walls, to accommodate the increased depths in adjacent berthing, channel and basin areas.

- \* Geotechnical evaluation of adjacent structures                      \$ 7,000

#### Environmental Studies (Item 8)

Perform the necessary field surveys including any necessary transects, cores, specimen collection and identification. Determine impacts on the environment anticipated as a result of the construction of the project. Coordinate these efforts with state and Federal agencies such as National Marine Fisheries Service, EPA and the Massachusetts state resource agencies. Coordinated site visits will be necessary to complete this work. Also prepare and submit an Environmental Assessment in accordance with NEPA and applicable state laws and regulations for enclosure in the feasibility report. Obtain all information for and prepare a determination that the project is consistent with the Massachusetts Coastal Zone Management Plan.

- \* Environmental sampling (biological)
- \* Data analysis
- \* Coordination with Federal, state and local agencies.
- \* Preparation of Environmental Assessment, Section 404(b)(1) Evaluation and Coastal Zone Management Consistency Determination

Subtotal    \$ 23,000

#### U.S. Fish and Wildlife Coordination (Item 9)

U.S. Fish and Wildlife Service, in agreement with the Intergovernmental Coordination Act of 1966, will review the project in terms of its environmental acceptability. Includes site visit(s), comment, and correspondence, consisting of a Final Coordination Report.

- \* Final Coordination Report - Item Subtotal                      \$ 4,000



#### Economic Analysis (Item 10)

Assess and evaluate the economic effects of the alternate structural plans. Harbor users will be canvassed and questioned to determine base conditions without the project and the anticipated effects on port operations with the various alternative improvements. Net benefits will be maximized, incremental analysis conducted and the most cost effective plan will be determined through economic analyses. A final assessment will be submitted to be used in the feasibility report.

- \* Data acquisition and coordination of analyses with harbor users, including passenger use surveys and vessel operating cost analysis \$ 33,500
- \* Determination of benefits for time savings, grounding risk and collision risk, for the various plans including incremental depth analysis 20,000
- \* Prepare the Economic Assessment 12,500
- Subtotal \$ 66,000

#### Archaeological/Historical Investigations (Item 11)

Site investigations and coordination with state agencies leading to the preparation of a Cultural Resources Assessment as an appendix to the Feasibility Report.

- \* Existing literature will be reviewed as to the historic and prehistoric site potential for possible impacts.
- \* Completion of Section 106 (National Preservation Act) coordination with Massachusetts state Historic Preservation Officer
- \* Attendance at SMT meetings, preparation and review of the Cultural Resources Assessment

Subtotal \$ 5,000

#### Study Management (Item 12)

The overall management and coordination of the entire feasibility study effort among both the NED and sponsor components of the study management team (SMT), and between the team and elements within and outside of NED and the sponsor's organization, includes several elements.

- \* Coordination with study management team members; scheduling and attendance at SMT meetings, correspondence, interaction with the SMT. Assign and coordinate study tasks for team members

- \* Plan formulation, and design and refinement of alternative navigation improvement plans
- \* Review of work including appendices submitted by team members and incorporation of team inputs to the plan formulation, evaluation and selection and reporting process
- \* Establish and monitor work and expenditures and adherence to work schedules, maintenance of financial records and budget.
- \* Preparation of inter/intra-office correspondence concerning the study effort
- \* Fact Sheet preparation and periodic updates
- \* Preparation of Semiannual Progress Reports to be submitted to the sponsor
- \* Preparation for and attendance at Project Management Meetings and Project Review Boards

Subtotal

\$100,000

#### Report Writing and Preparation (Item 13)

Writing and preparation of the draft and final Feasibility Reports by the study management element. Includes the organization, writing and division level review of the Feasibility Report in its draft and final stages. The study management element is responsible for the writing and typing of the Main Report of the document and the appendices covering public involvement and correspondence, plan formulation and design and engineering investigations and cost estimates. All graphic displays not produced for other team inputs must also be prepared.

- \* Writing and word processing of the text of the Main Report section and other portions of the Feasibility Report
- \* Preparation and drafting of report tables and figures
- \* Compilation and review of appendices and supporting documentation including graphics
- \* Coordination of review of the draft report by the SMT and NED management elements

Subtotal

\$ 31,000

#### Report Production and Processing (Item 14)

The production and processing of the draft and final Feasibility Reports for transmittal and review by Corps Headquarters and parties outside of NED and the sponsor entails a variety of tasks including:

- \* Scheduling and conducting a Feasibility Resolution Conference between NED, HQUSACE and the sponsor, including a site visit, conference and preparation and review of the post-conference Memorandum For the Record (MFR) 5,200
- \* Reproduction, printing assembly and mailing of the draft and final Feasibility Report and related documentation 7,400
- \* Contract graphics photographic services, photographic reduction of report figures and color xerox and slide services for report and presentations 4,200
- \* Preparation of transmittal documents, public, agency and Congressional correspondence, public notices and news releases accompanying the release of the Division Engineers report for public and agency review 3,100
- Subtotal \$ 19,900

#### Preparation of the Draft Local Cooperation Agreement (Item 15)

Preparation of the Draft Local Cooperation Agreement (LCA) between the Government and the sponsor for the construction, operation and maintenance of the project, detailing the responsibilities of all parties. The Draft LCA will be prepared and negotiated with the sponsor once a recommendation has been made by NED to the sponsor and will accompany the draft Feasibility Report thru all levels of Corps and sponsor review.

- \* LCA Preparation, review and negotiation \$ 7,000
- \* Real Estate Review and Approval of Draft LCA 3,000
- Subtotal \$ 10,000

#### Financial Study/LCA (Item 16)

Review and evaluation of the sponsor's capability to financially participate in construction cost sharing to be incorporated into the Local Cooperation Agreement

- \* Preparation and review of Financial Study \$ 2,000

#### Real Estate (Item 17)

The Real Estate Office will identify public easements, ascertain property ownership and prepare scopes of work and cost estimates for any identified project lands, Easements, Rights of Way and Relocation (LERR) requirements.

- \* Real Estate Input to Feasibility Report and Review

\$ 5,800

#### Institutional Analysis (Item 18)

Should any questions or problems concerning legalities arise during the study, the Office of Counsel will provide their services and advice. (Office of Counsel expenses are absorbed into overhead costs.) Office of Counsel will assist in preparation of Local Cooperation Agreement for construction activities.

#### Audit (Item 19)

The Audit Branch will examine, review, and verify the financial accounts of the Corps and local sponsor. This item will only be necessary if the Sponsor wishes to receive credit for non-Federal services rendered in prosecuting the Feasibility Study. Should the Sponsor elect to contribute 50 percent of the Feasibility Study cost in cash, then this task will not be required.

- \* No estimate for this item is included at this time as it is assumed that no in-kind services will be credited.

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#### Program Management and Budget (Item 20)

The Program Management Division (PMD) of the Programs and Project Management Directorate will provide support to the study through management of study funding within the NED's overall budget and scheduling. PMD coordinates all budget activities between NED and the Corps' Washington headquarters. PMD expenses are absorbed into overhead costs.

#### Logistics Support (Item 21)

The Logistics Directorate will provide support to the study efforts in the form of motor pool services and travel services for the FRC. Costs for miscellaneous supplies are included in the costs for individual work items described in other items.

- \* Logistics Support

\$ 4,000

Review Contingency (Item 22)

The "Study Cost" includes a Review Contingency equal to the lesser of five (5) per centum of the "Study Cost" or \$10,000, such amount to be used in the event of additional work required as a result of Headquarters-level review.

\* Review Contingency \$ 10,000

ESTIMATED FEASIBILITY PHASE COST	\$512,500
15 Percent Contingency	<u>\$ 75,500</u>
TOTAL FEASIBILITY PHASE COST LIMIT	\$588,000

Point of Contact with the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority will be:

Mr. Wesley J. Ewell  
Planning and Development Manager  
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority  
P.O. Box 284  
Railroad Avenue  
Woods Hole, Massachusetts 02543  
(508) 548-5011  
FAX: 540-7378

Point of Contact with the New England Division, Corps of Engineers will be:

Mr. Mark Habel  
U.S. Army Corps of Engineers  
New England Division  
424 Trapelo Road  
Waltham, Massachusetts 02254-9149  
(617) 647-8550  
FAX: 647-8080

HYANNIS HARBOR, MASSACHUSETTS  
NAVIGATION IMPROVEMENT STUDY  
FEASIBILITY STUDY COST ESTIMATE

(OH = Included in Overhead, NA = Not Applicable Without In-Kind Services)

<u>Item no.</u>	<u>COST ESTIMATE</u>	<u>15 Percent Contingency</u>	<u>Total Estimate</u>
<u>PLANNING DIRECTORATE</u>			
Impact Analysis Division			
Environmental Resources Branch			
8 Environmental Assessment & Coord.	\$ 23,000	\$ 3,400	\$ 26,400
9 US F&WS Planning Aid Letter	4,000	600	4,600
Economic and Resource Analysis Branch			
10 Economic Evaluation	66,000	9,900	75,900
11 Archaeological/Historical Evaluation	5,000	800	5,800
16 Financial Analysis of Sponsor	<u>2,000</u>	<u>300</u>	<u>2,300</u>
Subtotal	\$100,000	\$ 15,000	\$115,000
Plan Formulation Division			
Coastal Development Branch			
1 Public Involvement & Agency Coord	\$ 10,000	\$ 1,500	\$ 11,500
12 Study Management	100,000	15,000	115,000
13 Report Writing & Preparation	31,000	4,700	35,700
15 Draft LCA Preparation & Negotiation	7,000	1,100	8,100
14 Report Processing, Documentation & FRC	<u>8,300</u>	<u>1,300</u>	<u>9,600</u>
Subtotal	\$156,300	\$ 23,600	\$179,900
<u>ENGINEERING DIRECTORATE</u>			
Design Division			
Coastal Engineering & Survey Branch			
2 Hydrographic & Topo Surveys & Plot	\$ 51,000	\$ 7,700	\$ 58,700
5 Quantity & Cost Estimates	13,000	2,000	15,000
Civil Engineering Branch			
5 Finished Graphics	3,000	500	3,500
Cost Engineering Division			
5 Review and Approval of Cost Estimates	2,000	300	2,300
Geotechnical Engineering Division			
Environmental & Materials Laboratory			
6 Sampling & Testing Program	34,800	5,200	40,000
Geology Branch			
3 Subsurface Investigations & Report	86,000	12,900	98,900
7 Geotechnical Evaluation	7,000	1,100	8,100
Water Control Division			
4 Hydrologic Investigations	<u>25,000</u>	<u>3,800</u>	<u>28,800</u>
Subtotal	\$221,800	\$ 33,500	\$255,300
<u>REAL ESTATE DIRECTORATE</u>			
Conveyancing Division			
15 FCSA Review	\$ 3,000	\$ 200	\$ 3,200
17 LERR Estimate	<u>5,800</u>	<u>900</u>	<u>6,700</u>
Subtotal	\$ 8,800	\$ 1,100	\$ 9,900

(Continued)

INFORMATION MANAGEMENT DIRECTORATE

## Information Integration &amp; Implementation Div.

14 Audio Visual & Graphics Services	\$ 4,200	\$ 600	\$ 4,800
Customer Assistance Division			
14 Reproduction Branch	6,300	900	7,200
Information Support Services Division			
14 Mail & Records Branch	<u>1,100</u>	<u>200</u>	<u>1,300</u>
Subtotal	\$ 11,600	\$ 1,700	\$ 13,300

PUBLIC AFFAIRS OFFICE

1 Press Releases and Media Coordination	OH	OH	OH
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OFFICE OF COUNSEL

18 Institutional Analysis	OH	OH	OH
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AUDIT OFFICE

19 Financial account verification	NA	NA	NA
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PROGRAMS AND PROJECT MANAGEMENT DIRECTORATE

## Programs Management Division

20 Program and Budget Management	OH	OH	OH
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LOGISTICS DIRECTORATE

21 Miscellaneous Transportation Services	\$ 4,000	\$ 600	\$ 4,600
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Subtotal	\$502,500	\$ 75,500	\$578,000
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REVIEW CONTINGENCY (22)	\$ 10,000	NA	\$ 10,000
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TOTAL STUDY COST ESTIMATE (SAY)	\$512,500	\$ 75,500	\$588,000
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## HYANNIS HARBOR NAVIGATION IMPROVEMENT STUDY

### FEASIBILITY PHASE STUDY COST SHARING

The feasibility study phase is estimated to cost \$512,500, plus a 15 percent contingency of \$75,500 for a total cost of \$588,000. Since the Federal Government and the non-Federal sponsor are required to share equally in the cost of the feasibility phase of the study it is necessary that the local sponsor, in this case the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, make a contribution of \$294,000. The cost sharing apportionment is detailed below.

STUDY COST APPORTIONMENT: 50% FEDERAL / 50% NON-FEDERAL

Government	\$294,000
Sponsor	<u>\$294,000</u>
Total	\$588,000